

Eliason Logistics, LLC

Big Enough to Serve You, Small Enough to Care!

PO BOX 250 Tremonton, UT 84337

435-257-4500 * Fax 435-257-0181 * AFTER HRS 435-257-4500

Load Coordinating	Dispatch	Scheduling	Billing
Derek@Eliason.com 435-230-8026	Dale@Eliason.com 435-230-8247	Scheduling@Eliason.com 435-257-1327	BOL@Eliason.com 435-257-1858
Jared@Eliason.com 435-230-8413	Denise@Eliason.com 435-257-1327	Recruiting	
Scott@Eliason.com 435-257-4506	Brandi@Eliason.com 435-230-8151		

	Carrier profile
	Signed Copy of Broker/Carrier Agreement
	Completed W-9 Form
	Transflo / Billing Agreement
	Copy of Original Operating Authority and MC #

	LIABILITY Insurance Certificate
	Naming Eliason Logistics, LLC as Certificate Holder
	Combined single limit minimum of \$1,000,000

LISTING ELIASON LOGISTICS AS AN ADDITIONAL INSURED

	CARGO Insurance Certificate
	Naming Eliason Logistics, LLC as Certificate Holder
	\$100,000 minimum with no cargo exclusions

LISTING ELIASON LOGISTICS AS AN ADDITIONAL INSURED

	WORKMAN'S COMP POLICY
	Naming Eliason Logistics, LLC as Certificate Holder
	LISTING ELIASON LOGISTICS AS AN ADDITIONAL INSURED

References

SHARPS TRANSPORTATION	STOKES TRUCKING
CONTACT: ZAN	CONTACT: JIMMY
PHONE #800-258-2074	PHONE #435-458-2668

States Licensed in

AL	AR	AZ	CA	CO	GA	IA	ID	IL	IN	KS	KY	LA
MD	MI	MN	MO	MS	MT	NC	ND	NE	NM	NV	OH	OK
OR	PA	SC	SD	TN	TX	UT	VA	WA	WI	WV	WY	

BILLING INFORMATION

Eliason must receive original bill of ladings before any payment is made

TRANSFLO EXPRESS at no cost to you SCAN COVER SHEET & **ALL** DOCS
COVER SHEET W/ Reference Carrier Name & Load number and transflo bar

Scan all bill of ladings, proof of delivery, lumper, and invoice

Carrier may fax or email invoice once paperwork is scanned.

As long as the BOLs, and lumpers are legible you will be set to pay with the payment terms.

o Quickpay for small fee of 3 percent, for payment within 1 day of clean BOLs.

o Regular 30 days from the date of receipt of clean BOLs.

If lumpers are not authorized **AND** turned in with the bills they will not be reimbursed. If there are discrepancies on the bills then payment may be delayed.

We have made this process SUPER SIMPLE for the drivers and should only take a few short minutes of their time benefiting both sides!

You can choose to mail in the required documents but that will delay your payment.

Initials

Date

Eliason Logistics, LLC

CARRIER PROFILE

MC #	FED ID #	DOT #	SCAC #	INS EXP DATE
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CARRIER NAME:	PHYSICAL ADDRESS	MAILING ADDRESS
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DISPATCH CONTACT	E-MAIL		
WATTS PHONE #	LOCAL PHONE #		
FAX #	MOBILE PHONE #		

PAYMENT INFO:

CHECK PAYABLE TO	MAILING ADDRESS		
PAYMENT TERMS FROM THE DATE OF RECEIVING ORIGINALS		CONTACT PERSON	
1DAY 3% FEE	15 DAYS 2% FEE	30 DAYS NO FEE	PHONE #
*****See rate sheet for more info*****			Email:

EQUIPMENT SUMMARY:	NUMBER OF TRACTORS		NUMBER OF TRAILERS	
	OVER THE ROAD	#	TYPE	SIZE
	LOCAL	#	REEFER # DRY VANS # OTHER	48 53 48 53

DRIVER CONTACT:	SATELLITE: Y/N	PAGERS: Y/N	MOBILE #: Y/N
CURRENT OPERATING REGIONS		PREFERRED OPERATING REGIONS	
HOW DID YOU HEAR ABOUT ELIASON'S?			

CREDIT REF:	BANK NAME	CITY / ST	FAX #	PHONE #
TRADE REF:	NAME	CITY / ST	FAX #	PHONE #
TRUCKING CO				
TRUCKING CO				

Initials

Date

Eliason Logistics, LLC

BROKER/CARRIER AGREEMENT

Updated 2/16/18

PAGE 1 OF 2

This Master Agreement, between Eliason Logistics, LLC, a Utah Company doing business as

Eliason Logistics, LLC PO Box 250 Tremonton, UT 84337	MC # 447745
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hereinafter designated as "Broker" and hereinafter designated as "Carrier".

Carrier Name	MC Permit #
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WITNESSETH:

1. "Carrier" is a *contract carrier of property*, authorized by Permit MC number stated above (a copy of which is attached hereto and made a part hereof) to provide transportation of property to meet the distinct needs of the "Broker," And
2. "Broker" is a *duly licensed motor carrier broker*, licensed to arrange for the transportation of property by License MC number stated above (a copy of which license is attached hereto and made a part hereof).
3. "Carrier" shall *at all times during the life of this Agreement carry the following insurance coverage and list Eliason Logistics as a certificate holder and additional insured:*
 - (a) For *Public Liability and Property Damage with a combined single limit of \$1,000,000*. Such insurance policy shall name the "Carrier" and the "Broker" as insured with respect to liabilities for personal injury, including death and property damage arising out of the ownership, maintenance, use or operation of the equipment.
 - (b) For *All Risk Cargo Coverage* with a minimum of \$100,000 to compensate "Broker," Owner, or Consignee whenever release value Bill of Lading are utilized. Whenever a valuation in excess of release value is declared on "shipper's" Bill of Lading, "Carrier" shall provide evidence of All Risk Common Carrier Liability Cargo insurance to the "Broker" for the full value declared prior to movement of the shipment. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2(b), and shall have no exclusions of any description.
 - (c) "Broker" shall be *named as additional insured for the public and property damage liability and all risk cargo insurance* described in sub paragraphs (a) and (b) above, as such "Carrier" shall cause its insurance agent/company to provide "Broker" a standard certificate of insurance evidencing such insurance. In addition to naming "Broker" as an additional insured to the policy, the certificate must provide "Broker" with thirty (30) days minimum notice of cancellation/non-renewal and expressly waive the "other insurance" clause in the case of cargo and auto liability insurance. All such insurance provided by "Carrier" shall be deemed to be primary in the event of any loss or damage.
 - (d) "Carrier" *agrees to defend and hold harmless "Broker" against loss, damage, or delay claims on each shipment transported by "Carrier"* pursuant to this contract and shall be liable as a common carrier and insurer of the shipment. "Carrier" further agrees to defend and hold harmless "Broker" from any-and-all liability costs and damages arising out of "Carrier's" operations hereunder, including but not limited to all road, fuel, and other taxes, fees or operating permits related to the shipment transported by "Carrier" as arranged by "Broker". Except as otherwise provided herein, each party hereto shall indemnify and hold harmless the other party hereto from and against all loss, damage, fines, expense, actions, and claims for injury to persons (including injury resulting in death) and damage to property, caused by the acts or omissions of such party, its agents or employees.
5. As full *compensation for the services provided by "Carrier"* pursuant to the terms and conditions of this contract "Broker" shall pay to "Carrier" in accordance with the rates and charges as provided in this contract. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contracts shall be reduced to writing and signed by the parties prior to actual movement of freight by "Carrier". Signed written agreements may be transmitted between the parties by fax, electronically or by US Mail.
6. "Carrier" shall assume *full responsibility* for, and shall pay, all State and Federal Taxes, assessments, insurance (including but not limited to *worker's compensation or Workers Comp Waiver (renewed annually) and Occupational Accident Policy, unemployment compensation, disability, old age pension, and social security insurance*) and other financial obligations arising out of the transportation performed hereunder.
7. "Carrier" shall, on each movement, issue a uniform (standard) Bill of Lading and the *traffic shall move under the terms and conditions* of the said bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims.
8. "Broker" agrees to pay "Carrier" for the applicable freight charges under this contract *within thirty (30) days of the receipt by "Broker" of "Carrier's" freight bill, Bill of lading, delivery receipt, and lumper receipt (if applicable)*. The Bill of Lading shall note that the shipments were transported by the "Carrier" acting as a carrier, and that the shipment was arranged by the "Broker," acting as a broker.

Initials

Date

- 9. "Carrier" hereby releases the services of "Broker" as its agent for the solicitation and dispatch of merchandise available for transportation by motor vehicle with full power and authority to act in "Carrier's" behalf for the sole purpose of securing merchandise and accepting payment for transportation. "Carrier" authorizes "Broker" to invoice shipper, receiver, consignor, or consignee for freight charges as an agent for and on behalf of "Carrier". "Broker" is hereby authorized and empowered to keep any amount over the charges agreed to with the "Carrier" as its commission fee. Payment for the freight charges to "Broker" shall relieve shipper, receiver, consignor, or consignee of any liability to the "Carrier" for nonpayment of charges.
- 10. Neither party hereto will be liable for the failure to tender or timely transport freight under this contract if such failure, delay or other omission is caused by *strikes, acts of God, war accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.*
- 11. "Carrier shall be liable to "Broker" for loss or damage to any property transported under this contract. Such liability shall begin at the time the freight is loaded in or on "Carrier's" equipment at the point of origin and continue until said freight is delivered to the designated consignee at destination or to any intermediate stop-off party. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s).
- 12. "Broker" shall submit to "Carrier" written notice of any cargo claims, including loss or expenses resulting from "Carrier's" delay in providing service, within twelve (12) months of the delivery date of the shipment, or if no delivery date, the date of the occurrence resulting in the claim. The filing, processing and disposition of all claims by "Carrier" shall be governed by 49 C.F.R. 1005 et seq.
- 13. The relationship of the "Carrier" to the "Broker" shall, at all times be *that of an independent contractor*, except that the "Broker" shall be the agent for the "Carrier" for the collection of charges.
- 14. "Carrier" specifically agrees that all freight tendered to it through the "Broker" shall be transported on equipment operated only under the authority of the "Carrier," and that "Carrier" shall *not in any manner subcontract, broker or in any other form, arrange for the freight to be transported by a third party without the specific written consent of "Broker"*.
- 15. "Carrier" agrees that *it will not "back solicit" traffic from any shipper, consignor, consignee, or customer of "Broker" where the availability of such traffic first became known to "Carrier" as a result of "Broker's" efforts, or the traffic was first tendered to "Carrier" by "Broker"*. If "Carrier" violates the provisions of this paragraph, "Carrier" agrees to pay "Broker" as liquidated damages and not as a penalty, an amount equal to ten (10) percent of all freight charges billed by "Carrier" on each load of "back solicited" traffic for a period of eighteen months from the date of such violation.
- 16. This Agreement shall be construed in accordance with the laws of the State of Utah. *All civil actions filed as a result of disputes arising out of this Agreement shall be filed exclusively in the court of proper jurisdiction of the courts of Utah and appoints the Secretary of State of Utah as its agent for service in this regard to so serve if there is no other duly appointed agent for the service in Utah for "Carrier"*.

The terms of this contract shall commence on the Day of ,2018

and shall remain in full force for a period of twelve (12) months from its effective date and from year to year thereafter, provided however, that either party may terminate this contract upon not less than thirty days prior written notice to the other party.

BROKER:

Eliason Logistics, LLC

PO BOX 250

Tremonton, UT 84337

ELIASON REP BY: _____

TITLE: _____

DATE: _____

CARRIER:

Company Name: _____

CO Rep Name: _____

TITLE: _____

Physical Address: _____

Signature: _____

Eliason must receive original bill of ladings before any payment is made.
PO BOX 250 Tremonton, UT 84337
435-257-4500 * Fax 435-257-0181 * AFTER HRS. 435-257-4500

Dispatch Email: Dispatch@Eliason.com Billing Email: BOL@Eliason.com

Initials

Date

Eliason Logistics, LLC

Carrier Insurance Request

PLEASE FAX THIS LETTER TO YOUR INSURANCE AGENT

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Attention Insurance Co

Phone

Fax

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Insured Carrier Name

Phone

Fax

RE: CERTIFICATE OF INSURANCE

Dear Insurance Agent:

This fax is to request a signed, certificate of insurance on the above Insured. Please include the following information:

<p>Coverage (whichever applies)</p> <p>Auto liability (min \$1,000,000 policy – U.S. funds)</p> <p>Cargo liability (min \$100,000 policy – U.S. funds)</p> <p>Reefer Breakdown \$50,000</p> <p>Bailees – Non Owned Equipment coverage \$65,000</p> <p>WCF – Workman’s Comp Certificate OR Workers Comp Waiver & Occ Acc Policy Certificate</p>	<p>Canadian Coverage (whichever applies)</p> <p>Auto liability (min \$2,000,000 policy – U.S. fund equivalent)</p> <p>Cargo liability (min \$200,000 policy – U.S. funds equivalent)</p> <p>Reefer Breakdown \$100,000</p>
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- Please list the following company as an *additional insured* **AND** *certificate holder*:
Eliason Logistics, LLC
PO Box 250
Tremonton, UT 84337

It is required that the above-listed company in item 2 be named as **ADDITIONAL INSURED AND** be named **CERTIFICATE HOLDER** with a 30-day cancellation notice. **THE CERTIFICATE(S) MUST BE SIGNED.**

Please indicate whether the Insured has ALL RISK or the BROAD FORM type of cargo insurance.

Note to Insurance Agent * **Please FAX or Email the requested information to:**

Eliason Logistics, LLC
 PO Box 250
 Tremonton, UT 84337
Dispatch@Eliason.com
 Fax # 435-257-0181

Please call 435-257-4500 if you have any questions. Thank you for your quick response.

 Initials

 Date

Eliason Logistics, LLC

Request Cert for Workmans Comp or Occupational Accident Policy

As a requirement to do business with Eliason Logistics, all Service Providers must abide by the Worker's Compensation ("WC") laws as governed by the applicable state. To meet our requirements, Eliason Logistics will need evidence that your company has an active Worker's Compensation policy. In the event that your company is not required to carry WC, you are required to sign the Indemnify and Hold Harmless statement below. Please forward a copy of your certificate of insurance evidencing your WC coverage or a signed copy of this letter to Eliason Logistics.

--

Your Company Name

Understands and agrees that Eliason Logistics is not a carrier and that no subcontractor relationship exists between our company and Eliason Logistics. We further agree that we shall indemnify and hold harmless Eliason Logistics from all loses, damages, fines, penalties, expenses, cost, actions, and judgments concerning any injury or incident with our employees, subcontractors and owner operators under the category of Employer's Liability.

Return a certificate of insurance on the above Insured or this form if Workers Compensation is not required by your state to:

- Please list the following company as certificate holder:
Eliason Logistics, LLC
PO Box 250
Tremonton, UT 84337
Dispatch@Eliason.com

Carrier: for ALL Utah carriers---If NO Workman's Compensation Policy please provide: UT WCF Waiver & request that Eliason Logistics be listed as a Cert Holder on your Occupational Accident Policy.

By (Signature)	Title
Name (Printed Name of Signer)	Date

* Please FAX the requested information to: Fax # 435-257-0181

Please call 435-257-4500 if you have any questions. Thank you for your quick response.

Initials

Date

Eliason Logistics, LLC

Carrier Rate Contract & Updates

1st time set up <input type="checkbox"/>	Equipment Change <input type="checkbox"/>	Effective Date <input style="width: 100%;" type="text"/>
	Driver Change <input type="checkbox"/>	
Revision <input type="checkbox"/>	Rate Change <input type="checkbox"/>	

Notification: we will take a picture of Driver, Truck & Trailer

Driver Name	DOB	License #	License Expiration Date
Medical Card Expiration	Drivers Email for dispatch		
Dispatch Terms <small>With Rates or Without Rates</small>	Preferred Lanes	Company Email for dispatch	

Trk #	Year	Make & Model	Plate Number & State
Vin			Last St Insp
Current Odometer	Tire Size		Last Full Service

Trl #	Year	Make/ Model	Plate Number & State
Vin			Last St Insp
Current Hours	Tire Size		Last Full Service

Rates:

	Flat Line + FS	Flat rate + Fuel
	Dispatch Fee	10% fee on line haul
	Eliason Trailer	10% fee on line haul
	Fuel Card	2% fee on line haul

ERT WCF **ERT Occ Acc**

Payment Options:

Semi Monthly	3% fee on line haul	1-15 days out	Direct deposit available
Semi Monthly	No fees	15 - 30 days out	Direct deposit available
Weekley	No Fees	30 Days out	Direct deposit not available
Next business day	Quick Pay on each load	Percentage off full rate = 3%	Direct deposit not available
	Must write quick pay on EACH LOAD SHEET you want quick pay for		

Certificate from insurance showing Bailey's coverage (non-owned trailer coverage)

Trailer may only be dropped in Eliason Yard

All receipts must be turned in for reimbursement with Drivers name, unit number worked on, how it was paid, and the work performed written on the receipt.

Initials

Date

**Amendment
Carrier Agreement
Escrow Payments
Updated August 28, 2018**

1. **MAINTENANCE FUND.** The Carrier, at its option, may require the Contractor to set up a Maintenance Fund for a set amount to be with-held at each settlement, until it meets the ending balance of +\$5,000.00. Eliason's will not authorize a negative balance of more than \$2,000.00. The Contractor can use the funds for maintenance on the truck with a proper receipt and documentation that the account is to be used for such services.
- i. **Escrow Deduction (payment per month)**
1. \$500.00 payment if balance is +4,800.00 to -\$500.00 due to ERT.
 2. \$600.00 payment if balance is -\$500.00 to -\$1,000.00 due to ERT.
 3. \$800.00 payment if balance is -\$1,000.00 to -\$2,000.000 due to ERT.

MAINTENANCE ACCOUNT OPTION

Opening balance	0
Amount to withhold from each settlement	500
Maximum Limit	5,000
3 % Annual Interest Rate	
Final Settlement	
Return of Maintenance Account Balance	

EFS Cards & Checks

(866) 841-9315 or (888) 824-7378 and follow prompts

How to Use your NEW EFS Cards & Checks (Image shown below):

Set Up: Once card has been activated **call within 20 days to update pin** to authorize checks and to log online.

Press 3 enter entire card number # enter last 4 digits # of card Enter new pin # Press 1 to authorize

Driver: Fill out Date, Payee, and Amount

Write the entire 23 digit EFS Card Number in the MoneyCode space

Driver: Call EFS TransChecks (866) 841-9315 or (888) 824-7378 and follow prompts

*Press 3 enter entire card number # enter pin# press 1 enter check number # amount (using * as decimal point) write authorization code on check*

Recipient: Complete the Drivers' License information and verify authorization of check:

Call EFS (866) 841-9315 or (888) 824-7378 and follow the prompts

Press 1 Press 2 Press 2 enter money code # enter check number # enter amount # they will repeat the authorization code

REPORTS: EFSLLC.COM LOG ON EMANAGER

Enter Card Number and Pin / Select Program / Reports



EFS FUEL CARD

CARD NUMBER	
PASS CODE	
DRIVER NAME	
TRUCK & TRAILER	
CARRIER NAME	

INSTRUCTIONS:

Setup card: Once card has been activated someone must call within 5 days to update pin. This will allow you to authorize checks and to login online.

Use card for fueling and various expenses: Lumpers, scales, washouts, def, oil, reefer fuel, and maintenance, & Cash Advances must be approved by Shane.

WHEN YOU FILL OUT A CHECK MAKE SURE YOU CALL IN FOR AN AUTHORIZATION NUMBER AND THEN WRITE IT ON THE CHECK.

REPORTS: EFSLLC.COM LOG ON EMANAGER Enter Card Number and Pin / Select Program / Reports

*****I Agree that I will not use the fuel card unless loaded with an Eliason load*****

Initials

Date

Eliason Logistics, LLC
Tremonton, UT
Phone 435-257-4500 * Fax 435-257-0181
Email: **BOL@Eliason.com**

ATTENTION ALL CARRIERS

In order to speed up paperwork and payment we have implemented the TRANSFLO program with Flying J.

Scan in Load Sheet and all paperwork together including lumper.

Please scan the bill of lading and proof of delivery, lumper receipt, and invoice.

Use the Carriers name and Eliason Load number (starting with the last zero...for example load #0024234 use 01234.)

THIS IS AVAILABLE AT NO COST TO YOU!

If the driver does not have an invoice the office can then choose to fax or email the confirmation sheet and invoice to the Tremonton branch.

As long as the BOLs, and lumpers are legible you will be set to pay with the payment terms agreed upon.

- o *Quickpay for small fee of THREE percent, for payment within ONE day of clean BOLs. PLEASE WRITE QUICKPAY ON INVOICE!*
- o *Regular 30 days from the date of receipt of clean BOLs.*

If lumpers are not approved and turned in with the bills they will not be reimbursed. If there are discrepancies on the bills then payment may be delayed.

We have made this process SUPER SIMPLE for the drivers and should only take a few short minutes of their time benefiting both sides!

ANY QUESTIONS PLEASE FEEL FREE TO CALL OUR OFFICE...Brandi, Kate, or Kati may assist you!

Using Eliason Trailer

DROP & HOOK TRAILERS

This memo is in regard to ERT expectations for Trailers

Maintenance: Please report trailer repairs immediately.

- VIR: Daily Vehicle Inspection Report is required.
- If you need immediate assistance call, text or email Mikey.
- Please verify Lights, Brakes, Tires and Reefer unit... frequently.

Dropped Trailers: Driver must use a Glad Hand Lock whenever unhooking from trailer.

- Please drop trailer in ERT yard only. Remember to text Mikey what repairs need done and how long trailer will be in yard for repairs. Please drop trailer along the East fence.
- Driver must get authorization from Mikey for dropping at a different location.
 - Americold in Clearfield
 - Smiths in Layton
- If you unhook from trailer it must use a GladHand Lock.

DO NOT UNHOOK TRAILER AT ANY OTHER LOCATION.

Switching Trailers: All trailers will have a glad hand lock on them so you must authorize a trailer switch. Please text Mikey the Date & Time that you will need a trailer.

Make sure you have a Glad-hand Lock and Seals.

Trl #	Driver Name	Driver Signature	Carrier

Make sure Mikey takes a picture of Driver, Truck & Trailer

Lease Purchase Agreement

An equipment lease is an agreement that specifies the rights and obligations between a lessor (who owns equipment) and a lessee (who uses the equipment).

Lessor
Shane Eliason, Eliason Ranch Trucking LLC PO Box 250 * 1855 West Main St Tremonton, UT 84337 435-230-8047 * Shane@Eliason.com

Lessee
Contact Name, Carrier Name, Address Phone, Email address

Equipment	
Truck #	
Year	
Make	
Model	
Vin	

Effective Date	Terminate Date
	Until paid in full

Effective Date	Payment Terms
	Semi-monthly \$

The Lessor authorizes the Lessee to operate the equipment under the Lessee's authority during the period specified in this agreement. The Lessee agrees to ship freight for Lessor until equipment is paid in full. The Lessee agrees to cover all liability for the equipment. Including but not limited to liability and physical damage insurance coverage, all maintenance, IFTA reporting and all other mileage state tax while the truck is leased under the Lessee's authority.

Signing parties		Shane Eliason
Signing date		

PLATE AGREEMENT

THIS AGREEMENT, made and entered into on this

--

Date

by and between Eliason Ranch Trucking LLC,
PO BOX 250 Tremonton, UT 84337

&

Name of Carrier	Owner Representative

The Parties have reached an agreement whereby Eliason Ranch Trucking has furnished plates filed for 7/1/18 - 6/30/19 on equipment and CARRIER will furnish driver(s) and will manage all safety regulations and Reports required; and now wish to reduce their agreement in writing.

The carrier recognizes it is subject to regulation by the Utah Public Service Commission and the DOT, as well as by the ICC and other state and local governments or public utility commissions. The Carrier shall have the responsibility to of satisfying these regulatory requirements, including, but not limited to:

- a. Maintaining the equipment at all times in a good state of repair as required by all applicable regulations;
- b. Operating the equipment in accordance with all applicable regulations, including hours of service;
- c. Hiring to operate the equipment only those drivers who are fully qualified under all applicable regulations, whom hold current CDL's and current medical certificates, whom are drug free and whom have consented to periodic drug testing as required.
- d. Operating the equipment under CARRIER'S IFTA and fuel permits.
- e. At the time the plates and 2290's come due it is agreed that the carrier will file for them to be put into their name and pay for the renewal.

This agreement shall be interpreted and enforced in accordance with the laws of the State of Utah. In the event of default, the defaulting party agrees to pay all cost and expenses of enforcing the terms and conditions of this agreement, including reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this document upon the date and at the place first set forth above.

ERT Representative	Carrier Representative	Date

Initials

Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.)</p> <hr/> <p>6 City, state, and ZIP code</p>	<p>Requester's name and address (optional)</p> <hr/>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																																				
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

8. Trustee shall immediately give written notice to the FHWA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FHWA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FHWA's Washington, D.C. office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FHWA upon request.

12. This agreement shall be governed by the laws in the State of CALIFORNIA, to the extent not inconsistent with the rules and regulations of the FHWA.

This trust fund agreement is effective the 30th day of Dec. 2002 at 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 30th day of Dec. 2002

Name: ELIASON LOGISTICS LLC
18 N 200 E Ste 314
Address: Tremont, UT 84337

Telephone: (435) 257-4500

By: _____
SHANE D. ELIASON

Witness: _____
(Signature and Title)

Name: OASIS CAPITAL, LLC
ONE CENTERPOINTE Dr. 210
Address: La Palma, Ca. 90623

Telephone: (714) 690-3762

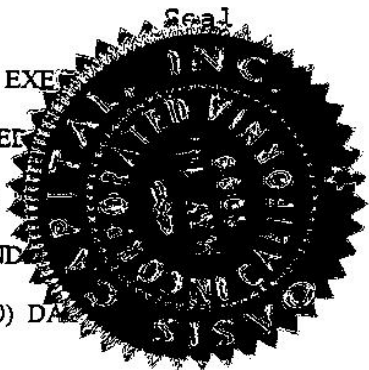
By: _____
JENNIFER L. WARREN, PRES.

Witness: _____
(Signature and Title)

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON _____ DAY OF _____, _____ IS HEREBY CANCELED IN COMPLIANCE WITH THE FHWA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) EFFECTIVE AS OF THE _____ DAY OF _____, _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS FROM THE DATE OF ACTUAL RECEIPT OF THIS NOTICE BY THE FHWA.



DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR